

1 construction of the Santa Clara Project pipeline, shall be pooled and each of the Parties pooling  
2 their water rights shall receive deliveries of water in accordance with the water delivery schedule  
3 provided for in Section 8.0 herein. The water rights of the Parties identified in this subsection  
4 4.2, and the water rights of the Shivwits Band set forth in subsection 5.1 of this Agreement, shall  
5 be the subject of Proposed Determinations, and of a judgment and decree in the Virgin River  
6 Adjudication.

7 4.3 The groundwater rights pooled in accordance with Subsection 4.2 of this Agreement,  
8 and the groundwater rights of St. George described in Subsection 10.2 of this Agreement, shall be  
9 considered Supplemental Project Water, and shall be used to satisfy the Santa Clara Project Water  
10 Rights as provided for in Subsection 8.5 of this Agreement.

11 5.0 Shivwits Santa Clara Water Right

12 5.1 Contingent upon satisfaction of the actions identified in Section 11.0 of this  
13 Agreement, and Section 9.0(Waivers and Release of Claims) of the Settlement Agreement, the  
14 Shivwits Band, and the United States acting on behalf of the Shivwits Band, shall be entitled in  
15 perpetuity to a total of 1,900 acre feet annually, with an 1890 priority date, from the Santa Clara  
16 System, to be provided by the Santa Clara Project in Average Water Years; provided, however,  
17 that the Shivwits Band shall have a proportionate reduction in water deliveries from the Santa  
18 Clara Project equivalent to all other Parties to this Agreement with an 1890 priority date in a  
19 Below Average Water Year, as provided in Subsection 8.4 of this Agreement. The 1,900 acre  
20 feet annually provided for herein shall include the 500.60 acre feet of water under Water Right  
21 Nos. 81-2313 and 81-2425 specified in the Proposed Determination at Pages 199-200.

22 5.2 The Shivwits Band may use and lease the Shivwits Santa Clara Water Right:

23 5.2.1 for any purpose permitted by Tribal or Federal law anywhere on the  
24 Shivwits Reservation and such use shall not be subject to State or local law, regulation or  
25 jurisdiction once the water is delivered to the Shivwits Reservation; and

26 5.2.2 for any beneficial use off the Shivwits Reservation in accordance with all  
27 applicable federal and State laws.